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4 BILL NO. S-76-09-*26*

5 SPECIAL ORDINANCE NO. S-170-76

6 AN ORDINANCE approving a contract
7 with National Serv-All, Inc., for
8 the collection, transportation and
disposal fo solid wastes within
the City of Fort Wayne.

9
10 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF
FORT WAYNE, INDIANA:

11 SECTION 1. That the contract dated September 20, 1976,
12 between the City of Fort Wayne, by and through its Mayor and the
13 Board of Public Works and National Serv-All, Inc., for:

14
15 The Collection, Transportation and Disposal of
Solid Wastes within the City of Fort Wayne.
Contract awarded as follows:

16
17 Proposition 1 - Base Bid on weekly collection from
household units, apartment complexes
and mobil home courts - \$1,598,888.33
per year, subject to adjustments.

18
19 Proposition 2 - Cost for truck and driver for extra
work - \$23.73 per hour.

20
21 Proposition 3 - Container service to public buildings
and facilities not provided for in base
bid - \$4.18 per cubic yard of container
capacity per week.

22
23 Proposition 4 - Providing disposal site for solid waste
collected and delivered by the City -
\$.85 per cubic yard.

24
25 Proposition 5 - Adjustments in contract price due to
change in number of establishments
resulting from annexation, deannexation,
new construction or demolition, per col-
lection unit change - \$34.89

26
27
28 all as more particularly set forth in said contract which is on
29 file in the Office of the Board of Public Works and is by reference
30 incorporated herein, made a part hereof and is hereby in all things
31 ratified, confirmed and approved.

32
33 SECTION 2. This Ordinance shall be in full force and
effect from and after its passage and approval by the Mayor.

34
35 APPROVED AS TO FORM
AND LEGALITY,


CITY ATTORNEY


Councilman

Read the first time in full and on motion by Moses, seconded by
Hunga, and duly adopted, read the second time by title and referred to the Committee on Public Work (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the day of _____, 1976, at _____ o'clock P.M., E.S.T.

DATE: 9-28-76

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Moses, seconded by Hunga, and duly adopted, placed on its passage.
PASSED ~~(HUNG)~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>6</u>	<u>3</u>			
BURNS	X				
HINGA	X				
HUNTER	X				
MOSES	X				
NUCKOLS	X				
SCHMIDT, D.	X				
SCHIMDT, V.		X			
STIER		X			
TALARICO		X			

DATE: 10-12-76

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. S-170-76 on the 12th day of Oct., 1976.
ATTEST: { SEAL }

Charles W. Westerman
CITY CLERK

James Stier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 13th day of October, 1976, at the hour of 11 o'clock A. M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 14th day of October, 1976,
at the hour of 3:00 o'clock P. M., E.S.T.

Robert E. Armstrong
MAYOR

10/12/76

Bill No. S-76-09-36

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance approving a contract with National Serv-All, Inc., for the collection, transportation and disposal of solid wastes within the City of Fort Wayne.

have had said Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance Do PASS.

Winfield C. Moses, Jr. - Chairman

Donald J. Schmidt - Vice-Chairman

Vivian G. Schmidt

Paul M. Burns

William T. Hinga

Winfield C. Moses, Jr.

DJ Schmidt

William T. Hinga

10-12-76 CONCURRED IN
DATE CHARLES W. WESTERMAN, CITY CLERK

63-289-13 7/2-176

CITY OF FORT WAYNE, INDIANA

ROBERT E. ARMSTRONG - MAYOR

BOARD OF PUBLIC WORKS

HENRY P. WEHRENBERG

ETHEL H. LaMAR

MAX G SCOTT

CONTRACT DOCUMENTS

AND

SPECIFICATIONS

FOR

COLLECTION, TRANSPORTATION AND DISPOSAL

OF SOLID WASTES

INCORPORATE LIMITS

OF FORT WAYNE, INDIANA

Bidder National Serv-all, Inc.

Address 6231 McBeth Road, Fort Wayne, Ind. 46809

CITY OF FORT WAYNE, INDIANA

BOARD OF PUBLIC WORKS

COLLECTION, TRANSPORTATION, AND DISPOSAL
OF SOLID WASTES
IN
CITY OF FORT WAYNE, INDIANA

CONTRACT NO.

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ADVERTISEMENT FOR BIDS - NOTICE TO BIDDERS

Notice is hereby given by the Board of Public Works of the City of Fort Wayne, Indiana, that sealed bids will be received by the Board at its office in the City- County Building on , Eastern Standard Time, for the collection, removal and disposal of solid waste, including garbage, rubbish and household rubbish, from each residence, apartment complex and mobile home court; and garbage from commercial food establishments. Contractors are invited to submit their bids on various propositions with respect to terms and period of contract beginning January 1, 1977, as per specifications on file in the office of the Board of Public Works, which are by reference incorporated herein.

Bidders may obtain a copy of said specifications prior to submitting their bids.

The Board reserves the right to accept any proposal, or to reject any or all proposals.

BOARD OF PUBLIC WORKS

HENRY P. WEHRENBERG
ETHEL H. LaMAR
MAX G SCOTT

ATTEST: Ursula Miller, Clerk

PUBLISH:

INSTRUCTION TO BIDDERS

- B-1. PROPOSALS. Each Proposal shall be legibly written or printed in ink on the form provided in this bound copy of proposed contract documents. No alterations in proposals, or in the printed forms therefor, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the bidder; if initialed, the Owner may require the bidder to identify any alteration so initialed. No alteration in any Proposal, or in the form on which it is submitted, shall be made after the Proposal has been submitted. All addenda to the contract documents, properly signed by the bidder, shall accompany the Proposal when submitted.

Each Proposal shall be enclosed in a sealed envelope or wrapping, addressed to the Board of Public Works of the City of Fort Wayne, Indiana, identified on the outside with the words, "Proposal for Collection, Transportation, and Disposal of Solid Wastes", and filed with the Board of Public Works, City-County Building, Fort Wayne, Indiana.

- B-2. PROPOSAL GUARANTEE. Each Proposal shall be accompanied by a cashier's check or a certified check drawn on an acceptable bank, or an acceptable bidder's bond in the sum of \$100,000.

The proposal guarantee shall be made payable without condition to the Board of Public Works of the City of Fort Wayne, Indiana, hereinafter referred to as Owner. The proposal guarantee may be retained by and shall be forfeited to the Owner as liquidated damages if the Proposal is accepted and a contract based thereon is awarded and the bidder should fail to enter into a contract in the form prescribed, with legally responsible sureties, within ten (10) days after such award is made by the Owner.

- B-3. RETURN OF PROPOSAL GUARANTEE. The proposal guarantee deposit of each bidder will be returned if his Proposal is rejected. The proposal guarantee deposit of the bidder to whom a contract is awarded will be returned when he executes a contract and files a satisfactory performance bond. The proposal deposit of the second lowest responsible bidder may be retained for not to exceed ninety (90) days pending the execution of the contract and bond by the successful bidder.

- B-4. WITHDRAWAL OF BID. No bidder may withdraw his Proposal for ninety (90) days after the date and hour set for the opening.

- B-5. ACCEPTANCE AND REJECTION OF BIDS. The Owner reserves the right to accept the bid which, in its judgment, is the lowest and best bid; to reject any or all bids for any reason whatsoever; and to waive irregularities or informalities in any bid. Bids received after the specified time of closing will be returned unopened.

- B-6. SIGNATURE OF BIDDERS. Each bidder shall sign his Proposal using his usual signature and giving his full business address. Bids by partnerships shall be signed with the partnership name followed by the signature and designation of one of the partners or other authorized representative. Bids by corporations shall be signed with the name of the corporation followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation. The names of all persons signing should also be typed or printed below the signature. A bid by a person who affixes to his signature the word, "president", "secretary", "agent", or other designation without disclosing his principal may be held to be the bid of the individual signing. When requested by the Owner, satisfactory evidence of the authority of the person signing shall be furnished.

- B-7. INTERPRETATION OF CONTRACT DOCUMENTS. If any person who contemplates submitting a bid is in doubt as to the true meaning of any part of the specifications, or other proposed contract documents he may submit to the City Engineer a written request for an interpretation thereof. The person submitting the request shall be responsible for its prompt delivery. Interpretation of the proposed contract documents will be made only by addendum. A copy of each addendum will be mailed or delivered to each person obtaining a set of contract documents from the Engineer. The Owner will not be responsible for any other explanations or interpretations of the proposed contract documents.
- B-8. LOCAL CONDITIONS AFFECTING WORK. Each bidder shall visit the site, or sites, of the work and shall completely inform himself relative to potential hazards, equipment conditions, labor conditions, and all other conditions and factors, local and otherwise, which would affect prosecution and completion of the work and its cost. All such factors shall be properly investigated and considered in the preparation of the bidder's Proposal. There will be no subsequent financial adjustment for lack of such prior information.
- B-9. INSURANCE. Throughout the life of the contract, the Contractor will be required to carry the types and amounts of insurance named in the Specification.
- B-10. PAYMENTS. Payment for all work performed under the proposed contract will be made by the Owner in the manner set forth in the Specifications.
- B-11. QUALIFICATION OF BIDDERS. Bidders may be required to submit satisfactory evidence that they have a practical knowledge of the particular work bid upon and that they have the financial resources to perform the proposed work.
- In determining the bidder's qualifications, the following factors will be considered: Work of comparable magnitude previously performed by the bidder and whether the bidder (a) maintains a permanent place of business, (b) has adequate landfill and equipment to do the work properly, (c) has the financial resources to meet all obligations incident to the work, and (d) has appropriate technical experience.
- B-12. INDIANA LEGAL REQUIREMENTS. Each bidder shall submit under oath with his Proposal a statement of his experience, his proposed plan for performing the work, and the equipment which he has available to perform the work, and a financial statement. The statements shall be submitted on Questionnaire Form No. 96-a of the Indiana State Board of Accounts. The term "construction" in Form No. 96-a shall be interpreted to mean the "collection, transportation, and disposal of solid waste".
- B-13. PERFORMANCE BOND. The bidder to whom a contract is awarded will be required to furnish an annual Performance Bond acceptable to the Owner in an amount as set forth in the specifications.
- The bond shall be executed by a surety company authorized to do business in the State of Indiana and acceptable as Surety to the Owner.
- Accompanying the bond shall be a "Power of Attorney" authorizing the attorney-in-fact to bind the surety company and certified to include the date of the bond.
- B-14. BOUNDED COPY OF CONTRACT DOCUMENTS. The Proposal or other bidding forms shall not be removed from the bound copy of contract documents. The copy of contract documents filed with each bid shall be complete and shall include all items listed in the Table of Contents and all addenda.
- B-15. DISPOSAL OF SOLID WASTES. The contractor shall be responsible for and shall pay all costs for disposal of solid wastes collected under this contract.

- B-16. TERM OF CONTRACT. The term of this contract shall be a period of five (5) years ending December 31, 1981.
- B-17. PROPOSITIONS. Contractor must submit a price for all propositions 1 through 6, inclusive.
- B-18. AFFIRMATIVE ACTION PROGRAM. Each bidder must comply with the Equal Opportunity Clause and Affirmative Action Program as set forth in the contract agreement.
- (b) The Contractor agrees to pay and also requires that his subcontractors pay wage rates on the work covered by this Contract which shall not be less than those of the City of Fort Wayne Street Department.
- (c) The Contractor agrees to furnish a certificate from the Industrial Board of the State of Indiana, showing that he has complied with all the provisions of the Workmen's Compensation Act of the State of Indiana, and the Workmen's Compensational Diseases Act of the State of Indiana.

CITY OF FORT WAYNE, INDIANA
COLLECTION, TRANSPORTATION, AND DISPOSAL OF SOLID WASTES

COLLECTION, TRANSPORTATION, AND DISPOSAL OF SOLID WASTES
FROM
FORT WAYNE, INDIANA

PROPOSAL

TO THE BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, INDIANA

THE UNDERSIGNED BIDDER, having examined the Instructions to Bidders, Contract Forms, specifications, and other proposed contract documents, and all addenda thereto; and being acquainted with and fully understanding the extent and character of the work covered by this Proposal and all other factors and conditions affecting or which may be affected by the work,

HEREBY PROPOSES to furnish all required materials, supplies, solid waste disposal facilities and equipment; to provide and perform all necessary labor and supervision; and to perform all work stipulated in, required by, and in accordance with, the proposed contract documents and the specifications, and other documents referred to therein (as altered, amended, or modified by addenda), in the manner and time prescribed, and to accept in full payment sums determined by the bid plus the following unit price plus or minus any special payments and adjustments provided in the Specifications.

PROPOSITION NO. 1.

For the complete performance of all the terms, conditions and provisions of Proposition No. 1, as per specifications, namely,

A five (5) year contract providing for total solid waste (including garbage, rubbish, and household rubbish) collection and disposal on a weekly schedule from:

- (a) Curb or alley location for each household unit
- (b) Proper storage area for apartment complexes
- (c) Approved curb location for mobile home courts

Also, daily collection (5 days per week) and disposal of garbage from commercial food service establishments, all in accordance with regulations described herein.

Total City of Fort Wayne, Indiana, base amount per year
\$ 1,598,888.33, subject to adjustments provided in the Specifications.

PROPOSITION NO. 2.

For the providing of compactor truck(s) and driver(s) for Extra Work as set forth in regulations described herein.

Per hour for truck and driver \$ 23.73

PROPOSITION NO. 3.

For the providing of "container service" including weekly collection and disposal for public buildings and facilities at the option of the Owner, in excess of that included in Base Contract Amount all in accordance with specifications herein.

Per cubic yard of container capacity per week \$ 4.18

PROPOSITION NO. 4.

For the providing of disposal of solid waste within Contractor's Sanitary Landfill which has been collected and delivered by Owner, in excess of the Specified Amount 22,000 cubic yards.

Per cubic yard of solid waste disposed \$ 0.85

PROPOSITION NO. 5.

Adjustments in the contract price for the providing of collection and disposal of solid waste caused by changes in the total number of residences or commercial food service establishments and active fire stations referred to herein, resulting from annexation, dearneXation, new construction or demolition.

Per collection unit change \$ 34.89

PROPOSITION NO. 6.

For the providing of individual "pickup service" to residences who are unable to carry out solid waste in the event contract is awarded under Proposition No. 1. This Proposition is based on Contractor billing and collecting from each individual requesting such service independent from Owner.

Per residence per month \$ 6.74

Per residence per month if blind or disabled \$ 1.96

The undersigned bidder agrees to enter into a contract with the City of Fort Wayne, Indiana for the collection, transportation and disposal of solid waste including garbage, rubbish, and household rubbish, in accordance with the terms and provisions of the Notice to Bidders, Instructions to Bidders, Specifications, Proposal Form, Non-Collusion Affidavit, Financial Statement and Questionnaire of Experience in City Wide Contract Solid Waste collection and operating sanitary landfill.

The undersigned bidder agrees to furnish the required bond and to enter into a contract within ten (10) days after acceptance of this Proposal.

Enclosed herewith is the required proposal guarantee in the amount of \$100,000 which the undersigned bidder agrees is to be forfeited to and become the property of the Board of Public Works, as liquidated damages, should this Proposal be accepted and a contract be awarded to him and he fail to enter into a contract in the form prescribed and to furnish the required bond within ten (10) days, but otherwise the aforesaid proposal guarantee will be returned upon his signing the contract and delivering an approved performance bond.

In submitting this bid it is understood that the right is reserved by the Owner to reject any and all bids, and it is understood that this bid may not be withdrawn during a period of ninety (90) days after the scheduled time for the receipt of bids.

Complete Questionnaires for (a) Experience in City-Wide Solid Waste Collection and Operating Sanitary Landfill, (b) Location, size, availability, capacity and zoning of proposed sanitary landfill, (c) Availability and type of equipment, are attached.

A Non-collusion Affidavit as required by the Statutes of the State of Indiana and Questionnaire Form 96-a of the Indiana State Board of Accounts are properly executed and attached hereto.

Dated in Fort Wayne, Indiana this 12th day of July, 1976.

SIGNATURE OF BIDDER:

If an Individual: _____ doing business
as _____

If a Partnership: _____
by _____, Partner

If a Corporation: National Serv-all Inc.
by Charles Walbridge
Title Secy-Treas. (SEAL)

National Serv-all, Inc.

Business Address of Bidder: 6231 McBeth Road
Fort Wayne, Indiana 46809
County of Allen

NON-COLLUSION AFFIDAVIT

STATE OF)
COUNTY OF) SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation, or partnership represented by him, entered into any combination, collusion, or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding, nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding, or combination with any other person in reference to such bidding in any way or manner whatever.

CONTRACTOR: National Serv.-All, Inc.
By Charles Walbridge
Title Secy/Treas. (SEAL)

Subscribed and sworn to before me this 11th day of August, 1976.

Laura M. Evans, Notary Public
Notary Public

My commission expires:

QUESTIONNAIRE

Each bidder shall complete the following statements:

1. Experience in City-Wide Waste Collection and Operating Sanitary Landfill. Include dates, locations and references.

Anderson, Indiana 1958-1968 Collected solid waste under contract let by the board of works (orginal company Anderson Refuse Co.).

Michigan City, Indiana 1965-1970 Collected & Disposed of solid waste under contract let by the board of works,

Fort Wayne, Indiana 1966-1971 Collected & Disposed of solid waste under contract let by the board of works.

Fort Wayne, Indiana 1971-1977 Collecting & Disposing of solid waste under contract let by the board of works.

2. Sanitary Landfill site including ownership, location, size, capacity, availability, zoning.

Orginal site is owned by National Serv-all, Inc; is located at 6231 McBeth Road approx. 6 miles from the center of Fort Wayne. This site consists od 158 acres and has the capicity to take all of the solid waste from the City of Fort Wayne until the year 1990. This Sanitary Landfill is located $\frac{1}{2}$ way between Covington Road and Lower Huntington Road $\frac{1}{2}$ mile West of Smith Road; and is available and accessible 12 months a year. This site was zoned 4-28-1967 by the Fort Wayne Board of Zoning appeals.

Site #2 is owned by National Serv-all, Inc; is located next to the orginal site on the East. This site has 88 acres and has the capicity to take all the solid waste for approx. 14 years. This site has the same availability and access as the orginal site . This site was zoned by the Fort Wayne Board of Zoning Appeals on 12-17-1970.

COLLECTION VEHICLES. Make, model, capacity, year of manufacture, and approximate hours of past use of each truck chassis and each packer body.

	Make	Model	Capacity	Year	Hours Use
Truck Body	<u>International</u>	<u>COF 1950B</u>	<u>54000 GVW</u>	<u>1975</u>	<u>#44</u>
Leach		<u>2-R</u>	<u>31 yd³</u>	<u>1975</u>	<u>2459</u>
Truck Body	<u>International</u>	<u>COF 1950B</u>	<u>54000 GVW</u>	<u>1975</u>	<u>#13</u>
Colbey		<u>F E</u>	<u>31 yd³</u>	<u>1975</u>	<u>1382</u>
Truck Body	<u>International</u>	<u>COF 1950B</u>	<u>54000 GVW</u>	<u>1975</u>	<u>#48</u>
Leach		<u>2-R</u>	<u>31 yd³</u>	<u>1975</u>	<u>2720</u>
Truck Body	<u>International</u>	<u>COF 1950B</u>	<u>54000 GVW</u>	<u>1975</u>	<u>#43</u>
Leach		<u>2-R</u>	<u>31 yd³</u>	<u>1975</u>	<u>2651</u>
Truck Body	<u>International</u>	<u>COF 1950B</u>	<u>54000 GVW</u>	<u>1975</u>	<u>#35</u>
Leach		<u>2-R</u>	<u>31 yd³</u>	<u>1975</u>	<u>2146</u>
Truck Body	<u>International</u>	<u>COF 1950B</u>	<u>54000 GVW</u>	<u>1975</u>	<u>#34</u>
Leach		<u>2-R</u>	<u>31 yd³</u>	<u>1975</u>	<u>2890</u>
Truck Body	<u>International</u>	<u>COF 1950B</u>	<u>54000 GVW</u>	<u>1975</u>	<u>#45</u>
Leach		<u>2-R</u>	<u>31 yd³</u>	<u>1975</u>	<u>2846</u>
Truck Body	<u>International</u>	<u>COF 1950B</u>	<u>54000 GVW</u>	<u>1975</u>	<u>#46</u>
Leach		<u>2-R</u>	<u>31 yd³</u>	<u>1975</u>	<u>2740</u>
Truck Body	<u>International</u>	<u>COF 1950B</u>	<u>54000 GVW</u>	<u>1975</u>	<u>#54</u>
Leach		<u>2-R</u>	<u>25 yd³</u>	<u>1975</u>	<u>2970</u>
Truck Body	<u>International</u>	<u>COF 1950B</u>	<u>54000 GVW</u>	<u>1975</u>	<u>#57</u>
Leach		<u>2-R</u>	<u>25 yd³</u>	<u>1975</u>	<u>2679</u>
Truck Body	<u>International</u>	<u>COF 1950B</u>	<u>54000 GVW</u>	<u>1975</u>	<u>#55</u>
Leach		<u>2-R</u>	<u>25 yd³</u>	<u>1975</u>	<u>3143</u>
Truck Body	<u>International</u>	<u>COF 1950B</u>	<u>54000 GVW</u>	<u>1975</u>	<u>#52</u>
Leach		<u>2-R</u>	<u>31 yd³</u>	<u>1975</u>	<u>2222</u>
Truck Body	<u>International</u>	<u>COF 1950B</u>	<u>54000 GVW</u>	<u>1975</u>	<u>#50</u>
Leach		<u>2-R</u>	<u>31 yd³</u>	<u>1975</u>	<u>2554</u>
Truck Body	<u>International</u>	<u>COF 1950B</u>	<u>54000 GVW</u>	<u>1975</u>	<u>#47</u>
Leach		<u>2-R</u>	<u>31 yd³</u>	<u>1975</u>	<u>2044</u>
Truck Body	<u>International</u>	<u>COF 1950B</u>	<u>54000 GVW</u>	<u>1975</u>	<u>#41</u>
Leach		<u>2-R</u>	<u>31 yd³</u>	<u>1975</u>	<u>2902</u>
Truck Body	<u>International</u>	<u>COF 1950B</u>	<u>54000 GVW</u>	<u>1975</u>	<u>#39</u>
Leach		<u>2-R</u>	<u>31 yd³</u>	<u>1975</u>	<u>2601</u>
Truck Body	<u>International</u>	<u>COF 1950B</u>	<u>54000 GVW</u>	<u>1975</u>	<u>#38</u>
Leach		<u>2-R</u>	<u>31 yd³</u>	<u>1975</u>	<u>2620</u>
Truck Body	<u>International</u>	<u>COF 1950B</u>	<u>54000 GVW</u>	<u>1975</u>	<u>#37</u>
Leach		<u>2-R</u>	<u>31 yd³</u>	<u>1975</u>	<u>2655</u>
Truck Body	<u>International</u>	<u>COF 1950B</u>	<u>54000 GVW</u>	<u>1975</u>	<u>#36</u>
Leach		<u>2-R</u>	<u>31 yd³</u>	<u>1975</u>	<u>2593</u>
Truck Body	<u>International</u>	<u>COF 1950B</u>	<u>54000 GVW</u>	<u>1975</u>	<u>#49</u>
Leach		<u>2-R</u>	<u>31 yd³</u>	<u>1975</u>	<u>2764</u>

COLLECTION VEHICLES. Make, model, capacity, year of manufacture, and approximate hours of past use of each truck chassis and each packer body.

	Make	Model	Capacity	Year	Hours Use
Truck Body	International	COF 1950B	54000 GVW 31 yd ³	1975 1975	#40 1387 1387
Truck Body	International	COF 1950B	54000 GVW 31 yd ³	1975 1975	#51 2743 2743
Truck Body	International	COF 1950B	54000 GVW 25 yd ³	1975 1975	#59 3191 3191
Truck Body	International	COF 1950B	54000 GVW 25 yd ³	1975 1975	#53 2482 2482
Truck Body	International	COF 1950B	54000 GVW 25 yd ³	1975 1975	#56 2586 2586
Truck Body	International	COF 1950B	50000 GVW 25 yd ³	1971 1971	#540 4638 4638
Truck Body	International	COF 1950B	52000 GVW 40 yd ³	1971 1971	#42 1343 1343
Truck Body	International	1850	50000 GVW 25 yd ³	1973 1973	#60 4187 4187
Truck Body	Ford	CO900	50000 GVW 30 yd ³	1973	1334
Truck Body	International	F2000	54000 GVW 40 yd ³	1967 1967	4864 4864
Truck Body	Chevrolet	60	24000 GVW 13 yd ³	1967 1967	#29 5640 5640
Truck Body	GMC		48000 GVW 25 yd ³	1973 1973	#32 3977 3977
Truck Body	International	2010	48000 GVW 25 yd ³	1974 1974	#42 1343 1343
Truck Body	International	2010	48000 GVW 25 yd ³	1972 1972	#30 3748 3748
Truck Body	International	2010	48000 GVW 20 yd ³	1971 1971	#31 3894 3894
Truck Body	International	CO4075A	54000 GVW 40 yd ³	1974 1974	#22 6683 6683
Truck Body	International	1300	12000 GVW 6½ yd ³	1971 1971	#900 10,800 10,800
Truck Body					
Truck Body					
Truck Body					

SANITARY LANDFILL EQUIPMENT:

Item	Make	Model	Capacity	Year	Hours Of Past Use
Track loader	Caterpillar	977L	5 yd ³	1973	724
Track loader	Caterpillar	977 H #1	3 yd ³	1966	04644
Track loader	Caterpillar	977 H #2	3 yd ³	1966	4261
Dozer	Caterpillar	D-8	10 ft. Blade	1969	0548
Dozer	Case	310	3 ft. Blade	1967	26736
Dozer	Caterpillar	D-8	10 ft. Blade	1959	6608
Back Hoe	Caterpillar	225	1 yd. ³	1974	1180
Dump Truck	D A F	Cof 4590	12 yd ³	1973	1422
Grader	Caterpillar	12 E	12 ft. Blade	1968	3439
Pan	Caterpillar	463	25 yd ³	1969	6608
Flow (snow)	I H C	R 200	10 ft. Blade	1966	04311
Water pump	Myers	1100	3/4 H P	1969	341
Semi-tractor	Diamond T	630	55,000 GVW	1964	11451
Dump Trailer	Freuhauf	DT 16	20 yd ³	1963	3435
Compactor	Karon Kruncher	CK 40-4	35,000 #	1976	165
Back Hoe	Case	CK 580	½ yd ³	1970	3986
Pan	B. E.	S-91	12 yd ³	1959	No. 65833

Preliminary acceptance of equipment and facilities listed, for use under this contract shall not in any way constitute a waiver of the specifications covering such equipment and facilities; equipment and facilities used under this contract shall be in full conformity with the specifications.

Failure to furnish all information requested in the Questionnaires may be cause for rejection of the Bid.

63-289-13
8/20/76

CONTRACT

CITY OF FORT WAYNE, INDIANA

Contract No. 63-200-17

THIS CONTRACT, Made the 20 day of September, 1976
by and between NATIONAL SERV-ALL, INC. whose address is
6231 MacBeth Road, Fort Wayne, Indiana 46809
hereinafter called the "Contractor", and the City of Fort Wayne, Allen
County, Indiana, a Municipal Corporation, acting by and through its
Board of Public Works, hereinafter called the "Owner".

WITNESSETH, that the Contractor and the Owner for the con-
sideration stated herein agree as follows:

ARTICLE I, SCOPE OF WORK

The Contractor shall and agrees to perform everything required
to be performed and shall provide and furnish at its sole cost and expense
all the labor, tools, materials, expendable equipment, transportation
services, bonds and insurance required to perform and to complete in a
workman-like manner all the work required for the disposal of solid
waste including garbage, rubbish and household rubbish as specified in
Proposition Nos. 1 through 6, identified in these contractual documents
as Contract No. 63-200-17 all in strict accordance with the speci-
fications and other contractual documents above mentioned which are
hereby made a part of this contract; and the Contractor shall do every-
thing required by this contract and the other documents constituting a
part hereof.

ARTICLE II, THE CONTRACT PRICE

The Owner shall and agrees to pay to the Contractor for the
performance of the aforementioned work as set out in Article I, as bid
by successful bidder as follows:

PROPOSITION NO. 1:	<u>\$1,598,888.33</u>
PROPOSITION NO. 2:	<u>23.73</u>
PROPOSITION NO. 3:	<u>4.18</u>
PROPOSITION NO. 4:	<u>0.85</u>
PROPOSITION NO. 5:	<u>34.89</u>

and as adjusted per terms of the specifications.

ARTICLE III, PAYMENTS TO CONTRACTOR

No later than the fifteenth of the first month of the first
year of the contract and on each succeeding first and fifteenth of each
calendar month following, the Owner will make 1/24 payment for solid
waste collection and disposal as specified. Payments for Extra Work
shall be only on the fifteenth day of each calendar month.

ARTICLE IV, AFFIRMATIVE ACTION PLAN

The Contractor further agrees:

(a) To certify that Contractor will submit an Equal Employ-
ment Statement and the Affirmative Action Program of said Contractor
with the Equal Employment Opportunity Office of the City of Fort Wayne,
Indiana; and that the Equal Employment Statement and the Affirmative
Action Plan has been approved by the Equal Employment Opportunity Officer
of the City of Fort Wayne, Indiana or that said Contractor is signatory
to the Fort Wayne, Indiana, Area Plan either by direct agreement to the
Plan or by virtue of a contract agreement with a union that is signatory
to the Plan.

Contractor further agrees to execute a certificate in lieu of Equal Employment Statement and Affirmative Action Plan prescribed by the City of Fort Wayne, if applicable.

(b) The Contractor agrees to pay and also requires that his subcontractors pay wage rates on the work covered by this Contract which shall not be less than those of the City of Fort Wayne Street Department.

(c) The Contractor agrees to furnish a certificate from the industrial Board of the State of Indiana, showing that he has complied with all the provisions of the Workmen's Compensation Act of the State of Indiana, and the Workmen's Compensational Diseases Act of the State of Indiana.

ARTICLE V, EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance: PROVIDED, HOWEVER, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE VI, INSURANCE AND INDEMNIFICATION

The Contractor agrees to provide Workmen's Compensation Insurance and Public Liability and Property Damage Insurance under the terms and conditions as set forth in the General Specifications and covenants and agrees to hold the Owner harmless from all suits and damages as more specifically set out and provided in said General Specifications.

ARTICLE VII, COMPONENT PARTS OF THIS CONTRACT

This contract consists of the following component parts all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if hereto attached.

1. Notice to Bidders
2. Instructions to Bidders
3. Specifications
4. Proposal Form
5. Non-Collusion Affidavit
6. Financial Statement, Form 96-a
7. Statement of experience in City-Wide Solid Waste Collection and Operating Sanitary Landfill
8. Statement of Location, Size, Capacity, Zoning and Ownership of Sanitary Landfill Site for Disposal Solid Waste collected
9. State of Equipment
10. Performance Bond
11. This Contract
12. Insurance Certificates

ARTICLE VIII, APPROVAL OF CONTRACT

This contract, although executed on behalf of the Owner by its Mayor and by the Board of Public Works, shall not be binding or obligatory upon the Owner unless and until it shall have first been approved by the Common Council of the City of Fort Wayne, and should the Common Council of the City fail to approve same within ninety (90) days after the date hereof, this contract shall become and be wholly void.

To each of the conditions and stipulations of this contract, the undersigned, each for itself, binds itself, its successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties, hereunto set our hands and seals on the day and year first above written.

By: Charles Walbridge Sec+Treas.
National Sew. Co., Inc.

CITY OF FORT WAYNE, INDIANA

Robert E. Armstrong
Robert E. Armstrong, Mayor

BOARD OF PUBLIC WORKS

Henry P. Wehrenberg
Henry P. Wehrenberg, Chairman

Ethel H. LaMar
Ethel H. LaMar, Member

Max G Scott
Max G Scott, Member

ATTEST:

Ursula Miller
Ursula Miller, Clerk/Executive Secretary

ACKNOWLEDGEMENT

STATE OF INDIANA)
COUNTY OF ALLEN) SS:
)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared this 16th day of September, 1976, *Chasie Wehrenberg*, and acknowledged the execution of the foregoing instrument to be his voluntary act and deed for the purposes herein mentioned.

WITNESS my hand and Notarial Seal.

Edna J. Smith
Notary Public

My Commission expires:

6/16/76

ACKNOWLEDGEMENT

STATE OF INDIANA)
COUNTY OF ALLEN) SS:
)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared this 20 day of September, 1976, Robert E. Armstrong, and also Henry P. Wehrenberg, Ethel H. LaMar, Max G Scott and Ursula Miller, known to me to be the Mayor, the members of the Board of Public Works and the Clerk of said Board, respectively, of the City of Fort Wayne, Indiana, and acknowledged the foregoing agreement to be their voluntary act and deed of such Mayor, members of the Board of Public Works and Clerk of said Board of the City of Fort Wayne, Indiana, respectively, and the voluntary act and deed of said City.

WITNESS my hand and Notarial Seal.

Anne J. Tay
Notary Public

My Commission expires:

3/6/80

Approved as to form and legality:

*Henry P. Wehrenberg
Assistant City Attorney*
CA-4

CITY OF FORT WAYNE, INDIANA

SOLID WASTE COLLECTION

GENERAL SPECIFICATIONS

1976

1. INTENT AND PURPOSE.

It is the intent of the CITY OF FORT WAYNE to furnish to its residents a comprehensive solid waste collection service consisting of a weekly pickup from the property of bagged and containerized garbage, rubbish, and household rubbish. Collection service to be based upon total solid waste pickup from all residents, apartment complexes and mobile home courts. The Contractor shall furnish service to the commercial food service establishments which produce garbage on the basis of daily collections on five (5) days a week, not to exceed four (4) 30-gallon containers. Establishments requiring more than four (4) containers per collection will make private arrangements.

The Contractor will be required to empty City "Trash Cans" and provide disposal facilities in his sanitary landfill for solid waste collected by City.

2. DEFINITIONS.

- A. Garbage - The word "garbage" as used herein shall mean and comprehend all and every refuse accumulation of animal, fish, fowl, fruit or vegetable matter that results from the preparation, use, cooking, retail or wholesale dealing in, or storing of meat, fish, fowl, fruit or vegetable and shall include garbage wrapped up in paper or its equivalent, but shall exclude offals, trimmings and scraps of butcher shops or meat markets. It shall further mean and include tin cans, glass, bottles and broken crockery which have been used as food or beverage holders, also old bottles, glass, china and crockery.
- B. Rubbish - The word "rubbish" means all rags, broken glass, crockery, bottles, tin cans, paper, grass cuttings and household refuse, generally including extinguished incinerator ashes and refuse from paper burners, and cold ashes from heating plants and coal stoves. It is that material which is easily placed in household refuse containers. Hot coals are excluded.
- C. Household Rubbish - The word "household rubbish" will include the picking up from residential property, apartment complexes and mobile home courts household goods, household refuse, furniture, springs and mattresses, tin cans, bottles, crockery, broken glass, rags, grass cuttings and other similar debris, hedge cuttings and shrubbery trimmings bundled, boxed or otherwise contained, furnace pipe, stoves, hot water heaters, refrigerators, television sets, trunks, incinerator refuse and cold ashes of all kinds and descriptions, wood not over 84 inches in length, all rubbish, trash, debris, waste, litter, scrap, packings, excelsior, straw, metal cooking utensils, toys, porcelain, carpeting, leather, rubber, shoes, clothing, cardboard, household appliances, tree trimmings, trees and tree limbs under 84 inches in length

Excluded will be broken concrete and other refuse from repairs, alterations and new construction of buildings and sidewalks, tree limbs and trunks over 84 inches in length and debris from commercial or industrial establishments, and material which cannot be easily handled by two (2) men or weighs over 60 pounds. However, household appliances weighing over 60 pounds will be picked up under Proposition No. 1.

3. CONTROL AND PENALTIES.

- A. The Contractor shall work under the immediate supervision of the Director of Sanitation of the City. The Director shall be a member of the Board of Public Works or a person appointed by the Board. Complaints, missed pickups and directions necessary for satisfactory service will be handled through the Director. The Contractor shall have or maintain either telephone conversation with the Director of Sanitation office or report to the same office at least once a day between the hours of 8:00 a.m. and 4:30 p.m. and be prepared to receive orders and complaints at the Contractor's expense.
- B. An Inspector of Sanitation to assist the Director of Sanitation may be appointed by the Board of Public Works.
- C. As part of the contract, the Contractor shall furnish an acceptable compactor-body, solid-waste truck of 10 cubic yard capacity, equipped with 2-way radio. The City shall furnish a driver who will be an Inspector of Sanitation and who will investigate complaints. The truck will be utilized by the Inspector of Sanitation six (6) days per week from 8:00 a.m. to 5:00 p.m. The truck is furnished for the purpose of the Inspector of Sanitation to pickup any misses and for general use by the City. In the event the Inspector of Sanitation determines the complaint is justified and the Contractor is negligent in not picking up the solid waste, he shall levy a fine of \$2.00 per violation against the Contractor. The Inspector of Sanitation shall complete a daily report and file the same with the Board of Works at the end of each day, describing all complaints, name, address, nature of complaint, and his findings as to the negligence of the Contractor. A copy of this daily report shall be mailed to the Contractor. Contractor has the right of appeal to the Inspector of Sanitation's findings providing he notifies the Board of Works in writing within seven (7) days of the date of the postmark of the Inspector's report in question. Said appeal will be heard by the Board of Works and a decision rendered, which is final. In the event that no written appeal is filed with the Board of Works within seven (7) days, the Inspector's findings will be final and all fines therein shall be deducted from the next payment of City to Contractor.

The Contractor has the option to ride with and observe the actions of the Inspector of Sanitation at any time. If the Inspector of Sanitation finds more than five (5) complaints in any one block, he shall then prepare a list of same and deliver this written notice to the Contractor who will have 36 hours, exclusive of Sunday, to correct said complaints or be fined at the rate of \$3.00 per violation. City will provide gas, oil and hydraulic oil for the truck furnished by Contractor and Contractor shall provide maintenance and insurance. City will have use of truck from 8:00 a.m. to 5:00 p.m., Monday through Saturday, and truck will be stored in an approved City secured area. Contractor, at his option, may use truck during off hours when City is not using same, providing it is returned to City Compound for scheduled City use.

In the event Contractor wholly fails to collect and remove or properly dispose of garbage or other materials herein provided for, in accordance with the terms of this contract, for a period of ten (10) days (strikes, Act of God, or other causes beyond the Contractor's control excepted), the Board of Public Works of City may, after written notice to Contractor of specific complaint, cause all such garbage and such material to be collected and disposed of by City, and any and all costs and expenses which may be incurred by City shall be paid by Contractor to City immediately upon demand or may be paid by City out of or be charged against any monies due Contractor from City, at the election of City. Should it then be determined that Contractor is unable or unwilling to comply with the terms of this contract, City shall have the right forthwith to take

over and operate any or all of Contractor's equipment and disposal facilities, including any and all trucks, site and other facilities used in connection with this contract, and such of Contractor's personnel necessary to the operation of the same as are individually willing to work for the City in connection therewith until such time as Contractor shall satisfy said Board of Public Works of City that it is ready, able and willing to comply with all terms, conditions and provisions of this contract. In the event City has operated said collection and disposal system for a period of sixty (60) days, at the option of City an appraisal committee, consisting of three (3) members shall be appointed, one to be appointed by the Board of Public Works of City, one to be appointed by Contractor, and the two members so selected to appoint a third member, which committee shall have the sole and exclusive authority to appraise and evaluate the trucks and other equipment of Contractor used in the performance of its obligations hereunder. Said committee shall forthwith appraise and evaluate said trucks and other equipment and shall file a written report thereof with said Board and with Contractor. Upon the filing of said appraisal and evaluation with said Board, City shall have the option, for a period of sixty (60) days thereafter, to purchase from Contractor all said trucks and other equipment and landfill at such appraised value thereof; and Contractor agrees to accept said payment for said trucks and equipment and landfill and to concurrently therewith transfer title to said trucks and equipment and landfill to City. Upon said payment and the transfer of said trucks and equipment and landfill, the written Contract shall be thereby canceled and terminated.

4. TYPE AND LOCATION OF CONTAINERS AND COLLECTION FREQUENCY.

Residential - Excluding Apartment Complexes and Mobile Home Courts.

Proposition No. 1 - Each household unit shall receive total pickup of solid waste, including garbage, rubbish, and household rubbish, on a weekly schedule. Said solid waste is to be placed within twelve (12) feet of alley where alleys exist and within twelve (12) feet of curb where no alleys exist. On corner lots, solid waste is to be placed within twelve (12) feet of the curb line closest to the street to be traveled by collection trucks. Residents will be required to set out solid waste by midnight preceding collection day.

Apartment Complexes - Contractor shall provide total pickup of solid waste, including garbage, rubbish and household rubbish, on a weekly schedule for all apartment projects within City Limits meeting the following:

- (a) Proper storage area, approved by Director of Sanitation, for not less than every 10 units. Said storage area must be sanitary at all times and easily accessible for Contractor's truck to drive within 30 feet thereof, for ease of loading. Adequate drives must be provided to allow for ingress and egress of Contractor's trucks.
- (b) Apartment owner must submit written authorization to Director of Sanitation permitting Contractor to enter premises and hold Contractor harmless to any damages resulting therefrom. However, Contractor shall be responsible for any damages caused by negligence on his part or any of his employees.

Mobile Home Courts - Contractor shall provide total pickup of solid waste, including garbage, rubbish and household rubbish, on a weekly schedule for all mobile home courts within City Limits meeting the following:

- (a) Mobile home court owner must provide adequate streets approved by Board of Public Works for ingress and egress to all mobile homes requiring service. Said streets to accommodate Contractor's trucks and allow for pickup at curb.
- (b) Solid waste to be placed within five (5) feet of curb of adequate streets by midnight preceding collection day for each location requiring service.
- (c) Mobile home court owner must submit written authorization to Director of Sanitation permitting Contractor to enter premises and hold Contractor harmless to any damages resulting therefrom. However, Contractor shall be responsible for any damages caused by negligence on his part or any of his employees.

Commercial Establishments and Fire Stations - Contractor shall furnish service to all commercial food service establishments and all active City of Fort Wayne Fire Stations which produce garbage on the basis of daily collections (5 days per week) under the following:

- (a) Each establishment is limited to four (4) 30-gallon containers with a 60 pound limit per container maximum weight.
- (b) Garbage only will be picked up; rubbish, household rubbish or any other commercial waste are excluded.
- (c) All containers must be located within twelve (12) feet of the curb line or alley.
- (d) Fire Stations will be exempt from (b) and (c).

5. TIME OF OPERATION.

Residential - Including Apartment Complexes and Mobile Home Courts. Unless otherwise mutually agreed upon by the Director of Sanitation and Contractor, collection of solid waste shall not commence before 5:00 a.m. and shall be completed by 11:00 p.m. on any single day of collection. No collection shall be made on Sundays or the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Commercial - Pickups will be made in the business areas at hours to be approved by the Director.

City shall advise Contractor of street or alley closings and assist therein by providing access to accomplish required collections. City may, at Contractor's request and expense, post "No Parking" signs to facilitate collections in tight locations.

6. EXTRA WORK.

As part of the Contractor's proposal, he will submit to City a price per hour for a compactor truck and driver for City use under Proposition No. 2. Price shall include disposal of solid waste in Contractor's landfill. City may at its discretion call upon Contractor at any time during life of contract to furnish up to five (5) trucks and Contractor shall make available to City such trucks for its use. City shall be required to use each truck and driver a minimum of four (4) hours for each occasion. Said time to be figured from portal to portal. Contractor shall cooperate with City in supplying special equipment to fit the needs of City jobs; however, the cost of special equipment is to be paid for as mutually agreed upon.

Contractor shall submit under Proposition No. 3 a price for "container service" for public buildings and facilities in excess of that included in Base Contract Amount. Price to be based on Contractor furnishing container with weekly collection and disposal on a cost per cubic yard of container capacity per week. City may at its discretion call upon Contractor at any time during the life of contract to furnish said container services.

7. TRASH CANS AND CONTAINERS.

All City owned trash cans and containers in the downtown area (approximately 200 at present time) to be emptied daily, Monday through Friday, by the Contractor. The location of the trash cans will be provided to Contractor by City.

8. EQUIPMENT.

The Contractor will furnish all equipment and furnish labor and supervision necessary to collect said garbage and rubbish, will furnish one or more disposal sites and all equipment and furnish labor and supervision necessary for the complete disposal as herein specified. Each bidder shall submit with his proposal specifications of all equipment to be used in the performance of the proposed contract. Equipment to be used for hauling rubbish and garbage shall be of late model, steel body, non-leakable, and of the automatic packer type capable of collecting all household rubbish as defined in General Specifications 2(c), during regular pick-up schedule. The equipment shall be in such condition that the schedule of collection, as presented to the Director, can be maintained. Break-downs or faulty equipment will not be sufficient reason to deviate from this schedule. The Contractor shall use equipment equal in type, specifications, usual wear and tear excepted, at all times during the performance of the contract, and shall promptly acquire and use such additional equipment as performance of the contract shall from time-to-time require. The minimum equipment required for this contract is 20 cubic yard packers, completely covered. The minimum equipment must be available thirty (30) days before the collections are to be made under the contract, at which time they will be inspected by the City.

The name of the company and the truck number shall be painted on the truck either with letters and figures not less than three (3) inches high or in conformity with the municipal code as set by ordinances for City-owned vehicles. The Contractor must have his trucks washed a minimum of three (3) times per week.

9. EMPLOYEE CONTROL.

Any official or employee of the collector using improper or vile language, being under the influence of liquor and/or drugs while on duty, or demanding or accepting pay from citizens for services rendered, or falsifying any report he may be called upon to make, or refusing to collect and remove rubbish and garbage as herein defined, or the items referred to in subparagraphs a, b and c of paragraph two (2) of this agreement, without being paid for same except as is provided and allowed by this contract, or who is, in the opinion of the Director, incompetent to perform the work assigned to him by the collector, shall immediately be removed from said work and be disbarred from further employment in said work.

10. DISPOSAL - LANDFILL.

All solid waste collected by the Contractor shall be disposed of by the sanitary landfill method. For this purpose the Contractor shall be required to furnish all equipment and furnish labor, supervision and tools needed for proper disposal operations. The Contractor shall furnish a suitable site adequately zoned for the sanitary landfill, which site will have the prior and continued written approval of the Indiana State Board of Health for said waste disposal and lime and sewage sludge disposal, the Board of Health of the County in which it is located and the Fort Wayne, Allen County Board of Health. If the site proposed to be used for sanitary landfill is not owned by the Contractor, the Contractor shall, at the time of submission of his bid, furnish an executed

copy of the lease or contract with the owner of the site for its use for sanitary landfill. Such lease or contract shall include a clause giving the City of Fort Wayne the same rights as the Contractor under such lease or contract in the event of default by the Contractor in performance under either such lease or contract with respect to such site or under the contract with the City of Fort Wayne for collection, transportation, and disposal of solid wastes. The sanitary landfill shall conform to the following standards for design and construction. The successful bidder shall submit evidence with his bid that his landfill complies with the standards and requirements hereinafter set forth. In the event he is unable to meet these requirements, the City shall have the right to reject his bid.

Sanitary Landfill Design and Construction, Standards and Requirements

- a. Site Location Requirements
- b. Site Design
- c. Operational Design Features
- d. Personnel and Personnel Facilities
- e. Equipment
- f. Construction
 - 1. General
 - 2. Landfilling
 - 3. Special Waste Handling
 - 4. Supervision and Inspection

A sanitary landfill is defined as an engineering method of disposing of solid waste on land by spreading the waste in thin layers, compacting the waste to the smallest practical volume and covering the waste with earth cover each day in a manner which prevents environmental pollution.

- a. Site Location Requirements - The disposal location site shall:
 - 1. Be easily accessible by collection vehicles, private autos, and where applicable, transfer vehicles;
 - 2. Be safeguarded against water pollution originating from the disposal of solid waste;
 - 3. Have an adequate quantity of acceptable earth cover. The cover material should be easily workable and compactible, should be free of large objects that would hinder compaction, and should not contain organic matter of sufficient quantity and distribution conducive to the harborage and/or breeding of vectors;
 - 4. Conform with the surrounding environment;
 - 5. Conform with future development of the area;
 - 6. Be properly zoned.
- b. Site Design - The Contractor shall furnish:
 - 1. Map or aerial photograph of the area showing land use and zoning within 1/4 mile of the solid waste disposal site. The map or aerial photograph shall be of sufficient scale to show all homes, industrial buildings, wells, water-courses, dry runs, rock outcroppings, roads and other applicable details and shall indicate the general topography.

2. Plot plan of the site showing dimensions, location of soil borings, proposed trenching plan or original fill face, winter cover stock piles, and fencing. Cross-sections shall be included on the plot plan or on separate sheets showing both the original and proposed fill elevations. The scale of the plot plan should not be greater than 200 feet per inch.
3. A report shall accompany the plans indicating:
 - (a) Population and area to be served by the proposed site.
 - (b) Anticipated type, quantity and source of solid waste to be disposed of at the site.
 - (c) Geological formations and groundwater elevations to a depth of at least 10 feet below proposed excavations and lowest elevation of the site. Such data shall be obtained by soil borings or other appropriate means.
 - (d) Source and characteristic of cover material and method of protecting cover material for winter operation.
 - (e) Type and amount of equipment to be provided at the site for excavating, earth moving, spreading, compaction and other needs.
 - (f) Persons responsible for actual operation and maintenance of the site and intended operating procedures.
4. The design of the sanitary landfill including one or more topographic maps at a scale of not over 200 feet to the inch with 5-foot contour intervals. These maps shall show: the proposed fill area; any borrow area; access roads; grades for proper drainage of each lift required and a typical cross-section of a lift; special drainage devices if necessary; fencing, equipment shelter; existing and proposed utilities; employee facilities; and all other pertinent information to clearly indicate the orderly development, operations and completion of the sanitary landfill.
5. The sanitary landfill site designed by a professional engineer registered in the State of Indiana.
- c. Operational Design Features - The disposal site shall be provided with operational features and appurtenances necessary to maintain a clean and orderly operation. These minimum features are:
 1. Operational plans to direct and control the use of the site;
 2. Fencing of the site to control access;
 3. An all-weather access road to the site; in some cases it may be more economical to provide a temporary landfill area adjacent to an all-weather road for inclement weather operation;
 4. Signs indicating traffic flow, hours of operation, and charges for disposal (if any);
 5. Dust control methods; these may require use of chemicals, oils or water sprays;

6. Litter control devices; portable fences, and other suitable devices may be used;
 7. Communication devices for emergency use and for operational control;
 8. Electrical service for operations and repairs;
 9. Fire protection and fire-fighting facilities adequate to insure the safety of employees and provisions to deal with accidental burning of solid waste within the sanitary landfill;
 10. Emergency first aid equipment to provide adequate treatment of accidents, especially those associated with hazardous wastes.
- d. Personnel and Personnel Facilities - In order to provide suitable staff to man and operate the site, the following are required:
1. A fully trained supervisor or foreman and fully trained equipment operators;
 2. A shelter from inclement weather sufficient to accommodate disposal site employees;
 3. A potable water supply for landfill personnel and collection crews;
 4. Sanitary toilets on or near the site;
 5. Training in the proper and safe operation of all equipment and first aid training for all employees.
- e. Equipment - The operation of a sanitary landfill depends on mechanical equipment. To assure adequate operation the following are required:
1. Equipment sufficient for the spreading, compacting and covering operations;
 2. Sufficient reserve equipment, or arrangements to provide alternate equipment within 24 hours following equipment breakdown;
 3. Safety devices on equipment to shield and protect the operators from potential hazards during operation;
 4. Equipment shelter for maintenance and storage of parts, equipment and tools.
- f. Construction - Certain operations must be included to perform the basic functions and objectives of a sanitary landfill. These follow:
1. General
 - (a) Controlled access to the site must be maintained to keep unauthorized persons out and to assist the dumping operation. Access to the site shall be limited to those times when an attendant is on duty and only to those authorized to use the site for the disposal of solid waste.

- (b) Operational records shall be maintained daily. The records should include the type, weight, and volume of solid waste received, the portion of the landfill used (determined by cross-section and survey), and any deviations made from the original plan of operation and equipment maintenance and cost records. A monthly report shall be prepared that describes the amounts of solid waste received, the area of the fill used, the amount of the fill used, and the amount of cover material used and submitted to the appropriate governmental agency.
- (c) Burning of waste material at the sanitary landfill site shall not be permitted.
- (d) Blowing paper shall be controlled by providing a portable fence near the working area. The entire area shall be policed daily or at more frequent intervals as may be necessary to remove unsightly accumulations.
- (e) Salvaging and scavenging shall not be allowed at working face of sanitary landfill.
- (f) Provisions shall be made for on-site control of potential gas movement from the landfill.
- (g) Surface run-off in the drainage area of the site must be diverted around the site to control infiltration and erosion.
- (h) Conditions unfavorable for the habitation and production of insects and rodents should be maintained by carrying out sanitary landfill operations promptly and in a systematic manner. The site shall be regularly inspected by an independent pest control firm and certified reports submitted to the appropriate governmental agencies. Supplemental vector control measures shall be instituted whenever necessary. Domestic animals shall be excluded from the site and proper control measures should be used to prohibit wildlife, when necessary.
- (i) A detailed description and a plat of the completed fill site shall be recorded with the proper local agency responsible for maintaining titles and records to land, to provide notice to future users and/or owners of the site. The detailed description should include but not be limited to: type and location of all deposited solid waste; type and number of lifts; type and location of pollution controls; original and final terrain description.
- (j) Continual training of personnel in the proper operation of a sanitary landfill.

2. Landfilling

- (a) Supervision shall be continuously available to coordinate the unloading activities.
- (b) Special provisions shall be made for vehicle being unloaded by hand so there is no impairment to the flow of mechanically unloading vehicles.
- (c) A sloped working face shall be confined to as small an area as the equipment can safely and efficiently operate.

- (d) The solid waste shall be spread and compacted in thin layers. In the construction of each cell, the solid waste should be spread into layers not to exceed two (2) feet prior to compaction. The number of layers incorporated into a cell is dependent upon the design and configuration of the site.
- (e) All solid waste shall be covered daily with a minimum of six (6) inches compacted soil. Daily cover has three (3) main functions: To provide vector control, to provide fire breaks between cells, and to offer an aesthetically pleasing site at the end of the day's operation.
- (f) Intermediate cover shall be applied where daily cover will be exposed more than 30 days. (Final cover, not intermediate, should be used if future fill is not planned within a period of one year.) Compacted thickness of a graded intermediate cover shall not be less than one foot and should have characteristics comparable to those of daily cover.
- (g) Final cover shall be applied to any surface that represents the final grade of the sanitary landfill. A minimum of two (2) feet of a well-graded soil compacted and graded will usually fulfill the requirements of final cover. In some cases, where other soils are used or where trees are planted, etc., additional cover may be necessary. Suitable grasses, etc., should be planted to help minimize erosion and surface deterioration. Final cover shall be placed over any completed section of the fill within one week following the placement of solid waste within that portion.
- (h) The grade of the final cover shall drain the surface run-off water to predetermined points in the drainage system and prevent ponding. For this reason, it is best to slightly over-design initial grades so that when settlement occurs, the surface will be sufficient for good drainage.

3. Special Waste Handling

- (a) Disposal of waste sludges and liquids shall be done with special consideration of water pollution, odors, and the health and safety of employees. Appropriate provisions shall be made for the handling of these waste materials.
- (b) Hazardous wastes shall be evaluated and appropriate provisions shall be made accordingly before incorporation into the sanitary landfill.
- (c) Large bulky items shall be reduced in volume and covered daily. If necessary, for efficient operation, separate areas on the site may need to be designated solely for the disposal of bulky items, but even in separate areas daily cover is required.

4. Supervision and Inspection

- (a) Supervision of the operation shall be the responsibility of a qualified individual who has experience in the operation of a sanitary landfill.

- (b) Routine inspection and evaluation of landfill operations shall be made by a representative of the State and/or local health department. A notice of any deficiencies, together with any recommendations for their correction, shall be provided to the owner or agent responsible for the use of the land and the appropriate individual or firm or governmental agency responsible for the landfill operation and a copy to the Board of Public Works.
- (c) Inspection of the completed sanitary landfill shall be made by a representative of the State or local health department before the earth-moving equipment is removed from the site. Any necessary corrective work shall be performed before the landfill project is accepted as completed. Arrangements shall be made for the repair of all cracked, eroded and uneven areas in the final cover as required during the years following completion of the fill.

If an emergency arises in connection with disposal operations, the Contractor may, upon the authorization of the Board of Public Works of said City, dispose of collected solid waste in the manner agreed upon between the Contractor and the Board of Public Works.

City may use Contractor's landfill to dispose of solid waste excluding materials collected by City from demolition of buildings. Contractor shall accept and properly dispose of said solid waste collected by City at no additional compensation for volumes up to 22,000 cubic yards for each contract year. City shall pay Contractor fee for all material disposed of in landfill over 22,000 cubic yards per contract year, at rate equal to bid in Proposition No. 4. Contractor shall send monthly reports to Board of Public Works showing amount of allowances used for that month and balance remaining for that contract year. Contractor's trucks called in by City under Paragraph six (6), "Extra Work", shall not be counted as part of annual allowance to City. City shall have the right to haul lime or sewage sludge into Contractor's landfill for disposal, and City shall pay for disposal of said material pursuant to Proposition No. 4, and said material shall not qualify for said 22,000 cubic foot allowance.

11. COMPENSATION

City shall pay the Contractor twice monthly. Compensation shall be 1/24 of the total bid amount. For the second and subsequent contract quarters, the number of additional collection units will be used as the basis upon which compensation shall be increased; to which there shall be added a figure equal to the number of collection units including apartments, mobile home courts or commercial establishments constructed or otherwise created, within the limits of the City for the quarter period immediately following the prior quarter for which such computation is made, as shown by the official building permit records in the office of the Allen County-Fort Wayne Building Commissioner. Said figure to be used for compensation shall be adjusted negatively based upon all dwelling units which are demolished and razed. For the computation of dwelling units, two apartment units shall equal one dwelling unit.

Should any territory be annexed to City, a figure equal to the actual number of dwelling units therein on the basis of a physical count thereof jointly made or caused to be made by Contractor and City, shall be added to the contract of and effective upon the effective date that such annexation is complete and final as prescribed in the applicable statute of the State of Indiana on annexation, and such compensations shall be forthwith increased accordingly. Should any territory be annexed after bid date and prior to starting of contract, such collection units shall be added to the first year's compensation unit figure. Any new apartment complex, mobile home courts, or commercial food establishments which do not receive service by Contractor under the terms of these specifications, shall not be added to or retained in the unit figure used in determining compensation. Compensation for any services received by City under Propositions No. 2, 3, 4 and 5 set forth herein shall be paid monthly. Unit prices bid in Propositions No. 2, 3, 4, and 5 shall be adjusted by same formula which is set forth in paragraph twelve (12), "Change in Cost of Doing Business".

- 11a. (Information Only) Inasmuch as there are no official figures available, it is suggested there are approximately 60,000-65,000 dwelling units in the corporate limits of Fort Wayne.

12. CHANGE IN COST OF DOING BUSINESS

The compensation payable to the Contractor for the second and subsequent years of the term hereof shall be adjusted upward or downward to reflect changes in the cost of doing business as measured by fluctuations in the Consumer's Price Index, published by the U.S. Department of Labor, Bureau of Labor Statistics, for "All Items" in the "U.S. City Average" category. At the start of the second year and every year thereafter, the compensation to the Contractor shall be increased or decreased in a percentage amount equal to 1/4 of the net percentage change in the said Consumer Price Index computed as follows: Beginning with the first month of the second year, the net change shall be the difference between the said Consumer's Price Index during the month immediately prior to the beginning of the first contract year and the last month of said year, and said percentage change shall be computed annually in like manner for each subsequent year of the contract.

Example of Computation:

Index Point Change

First month of second year CPI - 138.9
Less first month of contract CPI - 132.7

Index point difference = 6.2

Percentage Change

Index difference divided by the index for the previous period:

$$\frac{138.9 - 132.7}{132.7} \times 100 = 4.67\%$$

Adjustment to Contract

$$\frac{1}{4} \times 4.67\% = 1.17\%$$

In addition to the above adjustment, the following evaluation will be made.

Ten (10) days after the beginning of the second and each subsequent contract year, a determination shall be made of the then existing status of the wage scale of regular drivers and laborers of the City Street Department. For each 1% of average rate change over or

under the rate prevailing at bid time, the Contractor's yearly compensation shall be adjusted up or down by 3/4 of 1% of his total bid, effective at the beginning of each succeeding contract year. The wage rate at the time of bidding for fully qualified men with over 15 months' experience in the City Street Department of the City of Fort Wayne, Indiana, is \$5.01 per hour for drivers and \$4.74 per hour for laborers.

13. ASSIGNMENT

The Contractor shall not assign the contract or sublet as a whole or in part without the written consent of the City. Such consent does not release the Contractor from any of his obligations and liabilities under the contract. Violation of this specification shall result in instant forfeiture. Any violation of these specifications shall be sufficient cause for the immediate cancellation of the contract by the Board of Public Works, who may thereupon employ the necessary labor to perform the work or readvertise or relet the work, at the expense of the offending Contractor and his sureties.

14. TERM OF AGREEMENT

This contract shall start January 1, 1977, and continue for a period of five (5) years and ending December 31, 1981.

15. WAGE SCALE

The successful bidder will be required to pay and maintain throughout the period of the contract, wage rates on this work not less than the wage scale of regular drivers and laborers of the City Street Department. When any general increases are given to the latter City personnel, similar increases shall be paid to those employed by the successful bidder.

16. INDEMNIFICATION

The Contractor shall agree:

To indemnify and save City harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of Contractor, its agents or employees, in the carrying out of this contract, or any matters connected therewith or related thereto.

That it will, on notice given by City, defend at its own expense any action or suit brought against City because of any work or other acts done by Contractor under terms hereof;

That it will pay any judgment which may be obtained against City by reason of any work or acts done hereunder by Contractor, its agents or employees;

That it will pay all damages occurring to any persons or property, public or private, resulting from any fault or neglect on its part or on the part of its agents or employees.

Contractor to promptly repair any damage to yards, driveways, etc.

17. INSURANCE

The Contractor shall take out and maintain during the life of this contract, Workmen's Compensation Insurance for all employees employed at, or in, the vicinity of the Owner's property or in carrying out any work related to this contract. This insurance shall conform to the requirements set forth in Sections 5, 68,

and 69 of the Workmen's Compensation Act, I.C. 1971, 22-3-2-5, I.C. 1971, 22-3-5-1 and I.C. 1971, 22-3-5-2. This insurance shall also cover Workmen's Occupational Diseases as defined in Chapter 69 of the Act of 1937. (Burn's Indiana Statutes Annotated I.C. 1971, 22-3-7-1 and following as amended.)

Public Liability and Property Damage

The Contractor shall take out and maintain during the life of this contract such PL and PD Insurance as shall protect him and any subcontractor performing work covered by this contract from claims for damages for personal injury including accidental death as well as from claims for property damage which may arise from operations under this contract, whether such operations be by himself or any subcontractor or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be as follows:

Public Liability Insurance in an amount not less than \$200,000 for injuries, including accidental death to any one person, and, subject to the same limit for each person, in an amount not less than \$500,000 on account of one accident, and Property Damage in an amount of not less than \$100,000.

Certificate of Insurance Compliance

The Contractor shall furnish to the City a Certificate of Compliance with all the foregoing insurance requirements. Failure to do so is cause for cancellation of the contract.

18. BID BOND

A certified check, cashier's check, or bank draft drawn on a solvent bank payable without condition to the City of Fort Wayne, Indiana, or a satisfactory bid bond executed by the bidder and a surety company, in the sum of \$100,000 shall be submitted with each bid as a guarantee that if the bid is accepted by the City of Fort Wayne, a contract will be entered into and the performance of the contract will be entered into and the performance of the contract properly secured. No bid shall be withdrawn after the opening of bids without the consent of the Board of Public Works of the City of Fort Wayne, Indiana, for a period of ninety (90) days after scheduled date and time of opening bids.

In case a bid is not accepted, the obligation of the said bond shall be null and void and said certified check, cashier's check, or bank draft shall be returned to the Bidder.

In case a bid is accepted, and the Bidder does enter into Contract with the City of Fort Wayne for the work bid upon within ten (10) days after notification of award, and has furnished a performance bond as required, then the obligation of the bid bond shall be null and void or the said certified check, cashier's check, or bank draft shall be returned. In case a bid is accepted and the Bidder shall refuse or neglect to enter into a contract with the City of Fort Wayne, for the work bid upon, within ten (10) days after notification of acceptance, and has furnished bid bond as required, then the obligation of the bid bond shall remain in full force or said certified check, cashier's check, or bank draft shall be forfeited to the City of Fort Wayne as ascertained and liquidated damages for failure to so comply.

19. PERFORMANCE BOND

The successful bidder, at the time of signing the contract and 15 days prior to the beginning of each contract year, will be required, at his own expense, to furnish an annual bond guaranteeing faithful performance of the contract in an amount of \$500,000 executed by the Bidder and Surety to be approved by the Board of Public Works. The performance bond shall contain the following clause: "The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way effect his obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to specifications of work".

20. INSPECTION OF WORK

Bidders are required to inform themselves fully of all conditions including labor under which the work will be done.

21. ARBITRATION - CHANGED CONDITIONS

It is understood and agreed between the parties that this contract is entered into under the circumstances and conditions existing at the time of execution of this agreement. In the event either party shall determine that any conditions or circumstances affecting any of the terms, conditions or promises contained herein shall have changed, said party shall notify the other party in writing of the changed conditions or circumstances and the terms affected thereby. Within thirty (30) days of receipt of said notice, the parties shall negotiate and modify the contract terms affected thereby.

In the event the parties fail to agree upon a modification of said term or terms within sixty (60) days of the date of receipt of notice, the modification shall be submitted to final and binding arbitration under the provision of the Uniform Arbitration Act.

The party desiring such arbitration shall notify the other party of its appointment of an arbitrator. Within a period of five (5) days thereafter, the other party shall appoint an arbitrator, and in the event such party shall fail to appoint an arbitrator within said five (5) day period, the party so failing shall forfeit its case. The arbitrators, if they fail to agree, shall request the American Arbitration Association to submit a list of arbitrators. A neutral arbitrator shall be selected, and the arbitration shall be conducted in accordance with the rules of the American Arbitration Association, and the judgment rendered by the arbitrators by a majority vote shall be binding upon the parties and may be entered in any court having jurisdiction.

22. TERMS AND CONDITIONS

The successful bidder shall enter into a contract with said City containing in substantial form the terms and conditions set out in the proposed contract as follows:

Proposition No. 1

For the complete performance of all the terms, conditions and provisions of Proposition No. 1, as per specifications, namely,

A five (5) year contract providing for total solid waste (including garbage, rubbish, and household rubbish) collection and disposal on a weekly schedule from:

- (a) Curb or alley location for each household unit
- (b) Proper storage area for apartment complexes

(c) Approved curb location for mobile home courts

Also, daily collection (5 days per week) and disposal of garbage from commercial food service establishments and active fire stations, all in accordance with regulations described herein.

Total City of Fort Wayne, Indiana, base amount per year
\$ 1,598,888.33, subject to adjustments provided in the Specifications.

Proposition No. 2

For the providing of compactor truck(s) and driver(s) for Extra Work as set forth in regulations described herein.

Per hour for truck and driver \$ 23.73

Proposition No. 3

For the providing of "container service" including weekly collection and disposal for public buildings and facilities at the option of the Owner, in excess of that included in Base Contract Amount all in accordance with specifications herein.

Per cubic yard of container capacity per week \$ 4.18

Proposition No. 4

For the providing of disposal of solid waste within Contractor's Sanitary Landfill which has been collected and delivered by Owner, in excess of the Specified Amount 22,000 cubic yards.

Per cubic yard of solid waste disposed \$ 0.85

Proposition No. 5

Adjustments in the contract price for the providing of collection and disposal of solid waste caused by changes in the total number of residences or commercial food service establishments and active fire stations referred to herein, resulting from annexation, deannexation, new construction or demolition.

Per collection unit change \$ 34.89

Proposition No. 6

For the providing of individual "pickup service" to residences who are unable to carry out solid waste in the event contract is awarded under Proposition No. 1. This Proposition is based on Contractor billing and collecting from each individual requesting such service independent from Owner.

Per residence per month \$ 6.74

Per residence per month if blind or disabled \$ 1.96

23. ACCEPTANCE

The Board of Public Works reserves the right to accept any proposal, and to reject any or all proposals, in particular, any alteration, erasure, or interlineation of the Contract Document and of the form of the proposal may render the proposal irregular and be rejected by the Board and to waive defects; or irregularities in any proposal.

The Board expressly reserves the right to judge the experience, capability and financial resources of bidders to successfully perform this contract and when found unsatisfactory, reject the bid.

24. LIST OF OFFICERS AND STOCKHOLDERS

Bidders shall submit a list of all corporate officers and all stockholders who own over 10% of their respective companies. All partnership or joint venture bidders shall list all partners or members of the venture and their respective percentage of participation in said partnership or joint venture.

25. GENERAL CONDITIONS

- A. In all work performed hereunder, the successful bidder shall be required to comply strictly with all City, County, State, and Federal laws in force applicable to the successful bidder's operation, to comply with and be subject to the orders and applicable regulations of the Board of Health and all other Departments and agencies of the City, and in all things to conform to and abide by the laws of the State of Indiana.
- B. The successful bidder shall furnish City a certificate from the Industrial Board of the State of Indiana, certifying that it has complied with the terms and conditions of the Workmen's Compensation Act and the Occupational Diseases Act of the State of Indiana.
- C. The failure on the part of the City to declare this contract forfeited or otherwise to enforce its rights hereunder, upon the default of the successful bidder or the failure of the successful bidder to perform any of the terms, provisions, or conditions hereof, shall not operate to bar, abridge or destroy the right of City to declare this contract null and void or to exercise its other rights and privileges upon any subsequent default or failure by the successful bidder to perform any of the terms, provisions or conditions hereof.
- D. It is understood that the contract will consist of the Notice to Bidders, Instructions to Bidders, General Specifications, Proposal Form, Non-Collusion Affidavit, Financial Statement or Certificate in Lieu thereof, Statement of Experience in City Wide Garbage and Rubbish Collection and Operating Sanitary Landfill, Statement of Location, Zoning, Capacity, Size and Ownership of Sanitary Landfill Site for Disposal of Garbage and Refuse Collected, Statement of Availability of Equipment, Performance Bond, Contract and Insurance Certificates, Form 96-A, Affirmative Action Program, Wage Scale of Street Department, Certificate from Industrial Board which are by reference thereto made a part of this contract as fully and effectually as if set out in full detail.
- E. It is understood that this contract is subject to approval by ordinance of the Common Council of the City of Fort Wayne.
- F. The successful bidder shall furnish City thirty (30) days prior to beginning operations a detailed map and schedule of routes showing days of collections, and said maps and schedules shall be kept current with any changes by the successful bidder.
- G. Containers shall be metal, plastic cans, plastic refuse or compactor bags of not less than ten (10) gallons nor more than thirty (30) gallons capacity. Containers shall have a handle on each side, or on the top. Any container containing garbage shall be covered with tight fitting lids or be tied securely.

- H. When garbage cans and containers are emptied by the successful bidder, they shall be generally left upside down with lids stored on the bottom. If the Director of Sanitation finds that in certain locations, this is unsuitable, he shall negotiate with Contractor for alternates.
- I. In Proposition No. 1, it is the intent that the Contractor shall provide total service to all residences, apartment projects, and mobile home courts to pick up all solid waste.
- J. Contractor must submit price for Propositions No. 1 through No. 6 inclusive.



City Clerk Memorandum

CHARLES W. WESTERMAN, Clerk

To Mayor Robert E. Armstrong Date 10-7-76
From Charles W. Westerman - City Clerk
Subject Appearance before Common Council on October 12, 1976 - 7:00 P.M.

COPIES TO:

Re: BILL NO. S-76-09-36

AN ORDINANCE approving a contract with
National Serv-All, Inc., for the collection,
transportation and disposal of solid wastes
within the City of Fort Wayne

Pursuant to the request of the Standing Committee Chairman of
Public Works of the Common Council, the presence of Henry P.
Wehrenberg, Chairman of the Board of Works, is respectfully
requested on October 12, 1976, at 7:00 o'clock P.M., Room 128,
Common Council Conference Room.

Specifically, Council would like the questions answered that were
brought up at the Committee Session of October 5, 1976. They
would appreciate any exhibits or materials pertinent to the above
mentioned bill.

Your cooperation will be greatly appreciated.

TITLE OF ORDINANCE SPECIAL ORDINANCE - Contract with National Serv-All
DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

J-76-09-36

SYNOPSIS OF ORDINANCE Contract with National Serv-All provides for the 5-year Collection, Transportation and Disposal of Solid Wastes within the City of Fort Wayne. Said contract awarded according to the following:

PROPOSITION 1 - Base Bid on weekly collection from household units, apartment complexes and mobile home courts ----- \$1,598,888.33 per year

PROPOSITION 2 - Cost for truck and driver for extra work ----- 23.73 per hour

PROPOSITION 3 - Container service to public buildings and facilities not provided for in base bid ----- 4.18 per cubic yard of container capacity per week

PROPOSITION 4 - Providing disposal site for solid waste collected by the City ----- .85 cubic yard

PROPOSITION 5 - Adjustments in contract price due to change in number of establishments resulting from annexation, deannexation, new construction or demolition. ----- 34.89 per collection unit change

(SEE SPECIFICATIONS, BID DOCUMENTS AND CONTRACT ATTACHED)

EFFECT OF PASSAGE Solid Waste pick-up from January 1, 1977 through December 31, 1981

EFFECT OF NON-PASSAGE No contract after December 31, 1976

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) Per contract figures

ASSIGNED TO COMMITTEE Public Wks Attn